

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Will Allen, Redevelopment Administrator/ 954-797-2093

**PREPARED BY:** Will Allen

**SUBJECT:** Ratifying Award Of Contract For Infrastructure Improvements For SW 41 Place To Conquest Engineering Group Company, Bid No. B-08-32

**AFFECTED DISTRICT:** District 1

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA RATIFYING THE AWARD OF CONTRACT BETWEEN THE TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY AND CONQUEST ENGINEERING GROUP COMPANY FOR THE INSTALLATION OF SW 41 PLACE INFRASTRUCTURE IMPROVEMENTS IN THE AMOUNT OF \$1,141,903.00, AUTHORIZING THE MAYOR TO EXECUTE THE RESOLUTION, AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** The Town of Davie through the Davie Community Redevelopment Agency has been involved in planning infrastructure improvements for the east side of Davie Road. The leading reason for the infrastructure improvements is to deal with drainage problems within the area east of Davie Road. The CRA had a drainage plan prepared by the consulting engineering firm of Craven Thompson & Associates and had the plan approved by the Central Broward Water Control District on January 23, 2008. The CRA also hired Craven Thompson & Associates to design the first phase of these improvements which is centered on SW 41 Place. The plan essentially permits L Lake and other water bodies on the east side to provide the storage capability for developing properties by connecting these properties to a storm sewer system while the water quality would also be provided except that the first 1/2 inch of pre-treatment will be provided on the individual development sites. This plan essentially permits development of properties along Davie Road and the east side to develop or redevelop without having an individual storage facility on the site. This will greatly enhance the ability to redevelop properties which are connected to the new storm drain system such as the Johnson property at SW 41 Street and Davie Road which will be connected via storm drains to L Lake.

The CRA is taking a comprehensive approach to making these improvements. While the area is under construction the other utilities will also be addressed. For instance, on SW 41 Place the properties are served by 2 inch water mains which are located to the rear of the properties. These are extremely small lines and for providing better water service including the ability to fight fires these lines are being replaced with an 8 inch line in the street along with the attendant fire hydrants. Since the homeowners being affected are already water customers there will be no charge for the lines and for connecting the houses to the new water lines. Sanitary sewers are also being installed to complete the utilities. These properties are now served by septic systems. The street will need to be replaced along with sidewalks due to the construction of all of these underground improvements.

The CRA is paying for the improvements including the street, water lines, storm drain lines and sanitary sewer lines. The CRA will be paying for connection to the new water lines since they are existing Davie customers. It needs to be noted that the residents along this area will be responsible for payment for connection to the sanitary sewer system in the form of an impact fee payable to the Town and connection from the property line to the house as well as filling in their existing septic tanks. Residents are required to connect to sanitary sewer lines within six months of availability per the requirements of Broward County. The Budget and Finance Department indicates they can provide a payment plan for paying for the impact fee.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** The CRA Board approved the award of the contract of the lowest responsive and responsible bid of Conquest Engineering Group Company at their meeting of March 24, 2008. The Bid Specification Committee recommended approval of the low bid of Conquest Engineering Group Company at their meeting of April 1, 2008 after receiving a letter from Craven Thompson & Associates that the bid was in conformance with the bid proposal and that references had been checked.

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$1,141,903.00

Account Name: CRA Special Projects, 010-0405-515-0502

**RECOMMENDATION(S):** Approve Resolution

**Attachment(s):** Resolution,  
Letter Dated April 1, 2008 From Craven Thompson & Associates,  
Inc.

Recommending Approval Of The Low Bidder, Conquest  
Engineering  
February 7, 2008 Letter From Central Broward Water Control  
District  
Approving The East Davie Master Plan  
Procurement Authorization  
Contract

RESOLUTION NO. R-2008- \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA RATIFYING THE AWARD OF CONTRACT BETWEEN THE TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY AND CONQUEST ENGINEERING GROUP COMPANY FOR THE INSTALLATION OF SW 41 PLACE INFRASTRUCTURE IMPROVEMENTS IN THE AMOUNT OF \$1,141,903.00, AUTHORIZING THE MAYOR TO EXECUTE THE RESOLUTION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council approved the Downtown Master Plan by adopting Resolution No. R-2006-191 on July 5, 2006; and

WHEREAS, the Downtown Master Plan indicates that water should be directed to L Lake for storage purposes; and

WHEREAS, the Davie Community Redevelopment Agency contracted with the firm of Craven Thompson & Associates to prepare a Master Plan for drainage on the Eastside of Davie Road; and

WHEREAS, the Master Plan for East Davie drainage was reviewed and approved by Central Broward Water Control District on January, 23, 2008; and

WHEREAS, the Davie Community Redevelopment Agency also contracted with Craven Thompson & Associates to prepare plans and bid specifications for the first phase of improvements to conform to the Master Plan for East Davie; and

WHEREAS, a bidding process was conducted to request bids for installing the improvements shown on the first phase plans and fourteen bids were received on March 18, 2008 for Bid Number 08-32; and

WHEREAS, the low bidder for installation of these improvements was Conquest Engineering Group Company in the amount of \$903,391.00 for the base bid and \$238,512 for the alternate bid for a total bid of \$1,141,903.00 and the bid proposal was

checked by Craven & Thompson for completeness and conformance to the bid specifications and the references were checked and found to be in order.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA;

SECTION 1. The Town of Davie does hereby ratify the Contract between the Town of Davie Community Redevelopment Agency and Conquest Engineering Group Company in the amount of \$1,141,903.00 for providing the installation of SW 41 Place Infrastructure Improvements.

SECTION 2. The Mayor is authorized to acknowledge such approval by affixing his signature to said Resolution.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008

April 1, 2008

Mr. Will Allen  
Redevelopment Administrator  
Community Redevelopment Agency  
Town of Davie  
4700 SW 64<sup>th</sup> Avenue, Suite C  
Davie, Florida 33314

**RE: SW 41<sup>st</sup> PLACE INFRASTRUCTURE IMPROVEMENTS  
BID NO. B-08-32  
APPARENT LOW RESPONSIVE BIDDER  
CT&A PROJECT NO. 02-0025-201-01**

**CRAVEN THOMPSON**



**& ASSOCIATES INC.**

Engineers  
Planners  
Surveyors

Dear Will:

We have reviewed the proposals submitted by contractors for the SW 41<sup>st</sup> Place Infrastructure Improvements with Conquest Engineering Group being the apparent low bidder with the following bid price:

Total Base Bid Price.....\$903,391.00  
Total Additive Alternate Bid Price.....\$238,512.00  
  
Total Bid Price.....\$1,141,903.00

We have reviewed Conquest Engineering Group's bid package for completeness and fulfillment of the bid requirements and the bid proposal appears to be in conformance with the Contract Documents.

We verified three of the references provided, City of Fort Lauderdale, Lennar Homes and CH2MHill. All three gave very positive references as to the work performed by Conquest Engineering Group.

Based on our review of the Bid Proposal and conformance with the Bid Proposal, Conquest Engineering Group appears to be the most responsible and responsive bidder for the SW 41<sup>st</sup> Place Infrastructure Improvements.

Sincerely,

**CRAVEN THOMPSON & ASSOCIATES, INC.**



Patrick J. Gibney, P.E.  
Project Manager

3563 N.W. 53rd Street  
Fort Lauderdale, FL 33309-6311  
(954) 739-6400  
Fax (954) 739-6409

West Palm Beach

Cc: Herb Hyman, Town of Davie Procurement Manager  
Bob Cole  
Don Shaver



## CENTRAL BROWARD WATER CONTROL DISTRICT

8020 STIRLING ROAD (DAVIE)  
HOLLYWOOD, FLORIDA 33024

### BOARD OF COMMISSIONERS

Douglas R. Bell, Chair  
Tom Green, Vice-Chair  
Kevin Biederman  
Judy Ann Bunce  
David Donzella  
Cris Fardelmann

TELEPHONE: (954) 432-5110

FAX: (954) 432-8603

E-Mail: mtcrowley@bellsouth.net

**RECEIVED**

**FEB 08 2008**

February 7, 2008

Patrick J. Gibney  
Craven Thompson & Associates  
3563 NW 53<sup>rd</sup> Street  
Fort Lauderdale, FL 33309

Re: East Davie Master Plan – P&D

Dear Ms. Gibney:

Please be advised that the above mentioned property was approved by the Board of Commissioners of the Central Broward Water Control District at their regularly scheduled meetings on Wednesday, January 23, 2008, subject to the conditions stated in the meeting minutes. Attached are copies of the minutes for your convenience.

If you have any questions, please feel free to call me at 954 432-5110.

Sincerely,

Michael Crowley  
District Manager

MC/cd

Attachment

**C.B.W.C.D.**

Mr. Rayson stated he wished to advise them that he had received an attorney's letter from the woman who had the fence, Ms. Turner, on the other side of the easement, from Gossett & Gossett. Frankly, in reading the letter he didn't know what exactly they were proposing.

Mr. Green stated his motion had nothing to do with that easement area; it was only for the other one.

Mr. Rayson stated as long as the Board was aware that Ms. Turner had sought legal counsel.

Ms. Costello thanked the Board.

**6. DISTRICT ENGINEER PLAN APPROVAL**

**6.A. Consent Agenda**

- 6.A.1. Saffie Plat – Plat**
- 6.A.2 Hanmi Baptist Church**
- 6.A.3. Davie Manor – As-Built**
- 6.A.4. East Davie Master Plan – P&D**
- 6.A.5. Mixed Use Development for Doug Johnson**

Mr. Bell stated he would like to pull Items 1 and 2.

**ACTION:** Mr. Fardelmann moved to approve Items 3, 4, and 5 pending Engineer's confirmation that they met District criteria. Mr. Green seconded the motion.

Mr. Hart stated they did.

Mr. Biederman pulled Item 3.

Mr. Fardelmann changed his motion to approve Items 4 and 5 based on the Engineer's comment. Mr. Green seconded. In a voice vote, all voted in favor. (Motion carried 5-0)

**6.B. Regular Agenda**

**6.A.1. Saffie Plat - Plat**

Mr. Hart stated this was a one acre parcel. It was a single family residential lot west of SW 106 Avenue, north of Stirling Road, and it bordered SW 58 Street. There was an existing easement that ran along the north property line and he recommended approval of the plat.

# TOWN OF DAVIE PROCUREMENT AUTHORIZATION

010-0405-SJ-05-02 SW 41 Place Roadway & Driveway Improvements \$900,000  
 SPECIAL PROPOSALS B-08-32  
 METHOD OF PROCUREMENT (check the one that applies)

☒ Open Competitive Bidding  
☐ Piggyback on Contract Number \_\_\_\_\_  
☐ Sole Source or Single Source  
☐ Request For Proposals

**SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED**

Signed Will Allen  
Department Head

Have Funds been Reserved RED 36777

Date 1/22/08 Signed RA

Signed Gary Shuman  
Town Administrator

**BIDS SUBMITTED**

VENDOR	COST
CONQUEST ENGINEERING GROUP	
MICHAEL LOPEZ, INC.	
BUDGET CONSTRUCTION	
MEF CONSTRUCTION	SEE ATTACHED
ALL-RITE PAVING	BID
WILLIAMS PAVING	OPENING
TIENEX ENTERPRISES	REPORT
FOUNTAIN ENGINEERING	
M. VILA & ASSOC.	
FOSTER MARINE	
RIC-MAN CONSTRUCTION	
SOLO CONSTRUCTION	
GMI CONTRACTING	
CENTRAL FLORIDA EQUIPMENT RENTALS	

Signed [Signature]  
Procurement Manager

**BID SPECIFICATION COMMITTEE'S RECOMMENDATION**

Vendor	Cost
CONQUEST ENGINEERING GROUP	\$1,141,903.00

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See specific instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above  
**CONQUEST ENGINEERING GROUP COMPANY**

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)  
**8491 NW 17 ST, SUITE L-111**

City, state, and ZIP code  
**Miami, FL 33126**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|

or  
Employer identification number  
**753018518**

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
  - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
  - I am a U.S. person (including a U.S. resident alien).
- Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person *Quinn Connor* Date **3/17/2008**

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
- Certify that you are not subject to backup withholding; or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States;
  - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States; or
  - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
- The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X

Form W-9 (Rev. 11-2005)

**This Form Must be Submitted with Bid**

S.W. 41<sup>st</sup> Place  
Infrastructure Improvements  
CT&A Project No. 02-0025-201-01

00970 - 1

ORIGINAL

## Vendor / Bidder Disclosure

I, RICARDO GUADARRAMA, being first duly sworn state that: The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm or Organization: CONQUEST ENGINEERING GROUP CO.  
 Address: 8491 NW 17th STREET, SUITE L-111  
MIAMI, FL 33126  
 FEIN 75-3030588  
 State and Date of Incorporation STATE OF FLORIDA / 9/11/1998

## OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and addresses are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
<u>RICARDO GUADARRAMA</u>	<u>3411 S.W. 108 AVE. Miami FL 33165</u>	<u>50 %</u>
<u>JEANETTE GUADARRAMA</u>	<u>3411 S.W. 108 AVE. Miami FL 33165</u>	<u>50 %</u>
<u>N/A</u>	<u>N/A</u>	<u>%</u>
<u>N/A</u>	<u>N/A</u>	<u>%</u>

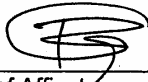
2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address
<u>N/A</u>	<u>N/A</u>

**This Form Must be Submitted with Bid**


DOCUMENT 00960

Vendor / Bidder Disclosure

By:  Date: 03/17/08  
Signature of Affiant

RICARDO GUADARRAMA  
Print Name

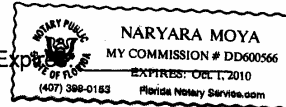
SUBSCRIBED AND SWORN TO or affirmed before me this 17<sup>th</sup> day of MARCH,  
200 8, by RICARDO GUADARRAMA, he/she is personally known  
to me or has presented \_\_\_\_\_ as identification.

  
Notary Public, State of Florida at Large

NARYARA MOYA  
Print or Stamp of Notary

DD600566  
Serial Number

My Commission Expires




ORIGINAL

**This Form Must be Submitted with Bid**

S.W. 41<sup>st</sup> Place  
Infrastructure Improvements  
CT&A Project No. 02-0025-201-01

Addendum No. 1  
March 11, 2008

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<b>Detail by Entity Name</b>					
<b><u>Florida Profit Corporation</u></b>					
CONQUEST ENGINEERING GROUP COMPANY					
<b><u>Filing Information</u></b>					
<b>Document Number</b> P02000041703					
<b>FEI Number</b> 753038588					
<b>Date Filed</b> 04/10/2002					
<b>State</b> FL					
<b>Status</b> ACTIVE					
<b><u>Principal Address</u></b>					
8491 NW 17TH STREET SUITE L-111 MIAMI FL 33126 US Changed 01/03/2008					
<b><u>Mailing Address</u></b>					
8491 NW 17TH STREET, SUITE L MIAMI FL 33126 US Changed 04/13/2007					
<b><u>Registered Agent Name &amp; Address</u></b>					
GUADARRAMA, RICARDO 3411 SW 108 AVE MIAMI FL 33165 US					
<b><u>Officer/Director Detail</u></b>					
<b><u>Name &amp; Address</u></b>					
Title PD					
GUADARRAMA, RICARDO 8491 NW 17TH STREET, SUITE L MIAMI FL 33126 US					
Title VDS					
GUADARRAMA, JEANETTE 8491 NW 17TH STREET, SUITE L					

MIAMI FL 33126 US

**Annual Reports**

Report Year	Filed Date
2006	04/26/2006
2007	04/13/2007
2008	01/03/2008

**Document Images**

01/03/2008 -- ANNUAL REPORT	
04/13/2007 -- ANNUAL REPORT	
04/26/2006 -- ANNUAL REPORT	
01/05/2005 -- ANNUAL REPORT	
03/10/2004 -- ANNUAL REPORT	
05/30/2003 -- ANNUAL REPORT	
04/10/2002 -- Domestic Profit	

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**AGREEMENT BETWEEN THE TOWN OF DAVIE COMMUNITY  
REDEVELOPMENT AGENCY AND CONQUEST ENGINEERING GROUP CO.  
FOR S.W. 41<sup>ST</sup> PLACE IMPROVEMENTS**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Town of Davie Community Redevelopment Agency, a public body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes (hereinafter called Owner) and Conquest Engineering Group Co., a Florida Corporation (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1- WORK**

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

S.W. 41<sup>st</sup> Place Improvements pursuant to the Project Manual and Specifications for Bid No: B-08-32, opened March 18, 2008 attached hereto and incorporated herein. (Exhibit "A")

**ARTICLE 2-PROJECT OWNER**

2.01 The Project Owner is the Town of Davie Community Redevelopment Agency (the "Davie CRA"). Craven Thompson & Associates, Inc. shall act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3- PROJECT ENGINEER**

3.01 The Project has been designed by Craven Thompson & Associates, Inc., on behalf of the Davie CRA.

**ARTICLE 4- CONTRACT TIMES**

4.01 *Time of the Essence*

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 210 days after the date when the Contract Times commence to run.

#### *4.03 Liquidated Damages*

CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for the delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

### **ARTICLE 5 - CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to below: For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as Exhibit "B".

### **ARTICLE 6 - PAYMENT PROCEDURES**

#### *6.01 Submittal and Processing of Payments*

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

#### *6.02 Progress Payments; Retainage*

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

A. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions. Ninety (90) % of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be 5% retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 95% of the Work completed less the aggregate of payments previously made; and

B. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100 % of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion

### *6.03 Final Payment*

Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

## **ARTICLE 7 - INTEREST**

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest in accordance with the provisions of the Florida Prompt Payment Act. Section 218.70, et seq., Florida Statutes.

## **ARTICLE 8- CONTRACTOR'S REPRESENTATIONS**

8.01. In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract

Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9-CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
1. This Agreement (pages 00500-1 to 00500-8, inclusive);
  2. Performance Bond (pages 00610-1 to 00610-2, inclusive);
  3. Payment Bond (pages 00620-1 to 00620-2, inclusive);
  4. Insurance Requirements (page 00600);
  5. General Conditions (pages 00700-1 to 00700-42, inclusive);
  6. Supplementary Conditions (pages 00800-1 to 00800-4, inclusive);
  7. Additional General Conditions (pages 00801-3 and 0900-1, inclusive);
  8. Technical Specifications as listed in the table of contents of Project Manual;
  9. Drawings consisting of the following:

<u>Sheet No.</u>	<u>Sheet Description</u>
BASE BID	
C-0	Cover Sheet
C-1	General Notes and Specifications
C-2	S.W. 41 <sup>st</sup> Place- Demolition Plan
C-3	S.W. 41 <sup>st</sup> Place- Demolition Plan
C-4	S.W. 41 <sup>st</sup> Street- Demolition Plan
C-5	S.W. 41 <sup>st</sup> Street- Paving, Grading, Drainage and Water Plan
C-6	S.W. 41 <sup>st</sup> Place- Paving, Grading, Drainage and Sewer Plan
C-7	S.W. 41 <sup>st</sup> Place- Paving, Grading, Drainage and Sewer Plan
C-8	Sanitary Sewer Profile
C-9	Paving, Grading and Drainage Details
C-10	Paving, Grading and Drainage Details
C-11	Paving, Grading and Drainage Details
C-12	Water Details
C-13	Sewer Details
1-3	Topographic Survey
SWPP-1	Stormwater Pollution Prevention Specifications

<u>Sheet No.</u>	<u>Sheet Description</u>
OPTIONAL BID	
C-14	SW 41 <sup>st</sup> Place-Water and Sewer Plan
C-15	SW 41 <sup>st</sup> Place-Water and Sewer Plan
C-16	SW 41 <sup>st</sup> Street- Water Plan
C-17	SW 41 <sup>st</sup> Place- Sanitary Sewer Profile

10. Addenda (number 1);

11. Any and all other documents and submittals of CONTRACTOR as contained in the Project Manual attached hereto as Exhibit "A".

12. Any and all documents and submittals contained in the Bid Form submitted by CONTRACTOR attached hereto as Exhibit "B".

13. The documents attached hereto as Exhibit "C".

14. Exhibits to this Agreement (enumerated as follows):

- a. Notice to Proceed (one page, inclusive);
- b. CONTRACTOR'S Bid (pages 00300-1 to 00300-15, inclusive);
- c. Documentation submitted by CONTRACTOR prior to Notice of Award ( N/A pages, inclusive);

15. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto, which items must be in writing signed by OWNER and CONTRACTOR to be effective:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s)

B. The documents listed in paragraph 9.01 are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

## **ARTICLE 10- MISCELLANEOUS**

### **10.01 *Terms***

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### **10.02 *Assignment of Contract***

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 *Successors and Assigns***

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 *Severability***

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 *Indemnification***

A. The CONTRACTOR agrees to indemnify and hold harmless the Davie CRA, the Town of Davie, their officers, agents and employees from any and all liability, including defense costs, attorney's fees, and all other fees incidental to the defense, loss, or damage the Davie CRA or the Town may suffer as a result of any and all suits, claims, demands, costs, or judgments against the Davie CRA or the Town arising from the acts or failure to act of the CONTRACTOR, its officers, employees and/or agents resulting from CONTRACTOR's implementation of this Agreement. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities of the Davie CRA or the Town as set forth in Florida Statutes 768.28.

**IN WITNESS WHEREOF, OWNER and CONTRACTOR** have signed this Agreement in quadruplicate. One counterpart each has been delivered to Owner, Contractor, Surety and Engineer. All portions of the Contract Documents have been designed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on \_\_\_\_\_,  
20\_\_\_\_\_.

OWNER:

Davie CRA

3921 SW 47<sup>th</sup> Avenue, Suite 1008

Davie, Florida 33314

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

(CORPORATE SEAL)

Attest: \_\_\_\_\_

*ADDRESS FOR GIVING NOTICES*

3921 SW 47<sup>th</sup> Avenue  
Suite 1008  
Davie, Florida 33314

Attach evidence of authority to sign  
And resolution or other document  
Authorizing execution of Agreement.

APPROVED AS TO FORM:

CONTRACTOR:

Conquest Engineering Group Co.

8491 NW 17<sup>th</sup> Street, Suite L-111

Miami, Florida 33126

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

(CORPORATE SEAL)

Attest: \_\_\_\_\_

*ADDRESS FOR GIVING NOTICES*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

(If Contractor is a corporation,  
complete the certificate of authority  
to sign, page 00500-8)

---

DAVIE CRA ATTORNEY

**CERTIFICATE**

STATE OF FLORIDA)

COUNTY OF \_\_\_\_\_)

**I HEREBY CERTIFY** that a meeting of the Board of Directors of \_\_\_\_\_  
\_\_\_\_\_

a corporation under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_,  
20\_\_\_\_,

the following resolution was duly passed and adopted:

**“RESOLVED**, that \_\_\_\_\_, as \_\_\_\_\_ President of the  
corporation, be and is hereby authorized to execute the Contract dated \_\_\_\_\_  
20\_\_\_\_ between the Town of Davie Community Redevelopment Agency, a public body  
corporate and politic, and this corporation, and that this execution thereof, attested by the  
Secretary of the corporation and with corporate seal affixed, shall be the official act and  
deed of this corporation.”

I further certify that said resolution is now in full force and effect.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of  
the corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Secretary

EXHIBIT "A"

PROJECT MANUAL

(Due to the large size of the manual this was excluded from this document, it will be attached to the actual contract)

## EXHIBIT "B"

3.1

## BID OPENING REPORT

BID NAME: S.W. 41<sup>st</sup> & Allice Infrastructure

TIME: 2:11 PM

BID NUMBER: 08-37

DATE: 3-18-08

ESTIMATED COST: \$900,000.00

NO.	CONTRACTOR'S NAME	BID AMOUNT	COMMERCIAL RANKING
1.	Solo Construction	A. \$1,326,858.00 B. \$268,785.00	12
2.	Central Fl. Equip. Rentals	A. \$1,326,978.95 B. \$579,464.00	14
3.	Tenex Enterprises	A. \$1,194,162.00 B. \$747,840.00	7
4.	Budget Construction	A. \$1,719,772.00 B. \$257,665.00	3
5.	Williams	A. \$1,179,882.85 B. \$350,688.50	6
6.	Conquest Eng.	A. \$903,391.00 B. \$238,512.00	1
7.	Fountain Eng.	A. \$1,201,240.10 B. \$448,838.00	8
8.	Miguel Lopez	A. \$1,011,615.00 B. \$362,712.29	2
9.	All-Rite Paving	A. \$1,120,375.40 B. \$226,339.90	5
10.	GMI Contracting	A. \$1,223,199.60 B. \$348,225.45	13

## REMARKS

A = Base  
B = Alternative

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: Reggie Salinas

DATE: 3-18-08

WITNESS: E. Blackston

DATE: 3-18-08



Page 2 of 2

BID OPENING REPORT

BID NAME: S.W. 41st Place Infrastructure  
 BID NUMBER: 0832 Improvements

TIME: 2:11 PM  
 DATE: 3-18-08

ESTIMATED COST: \$900,000.00

NO.	CONTRACTOR'S NAME	BID AMOUNT	COMMERCIAL RANKING
1.	MEF Construction	A. \$1,090,000.00 B. \$467,000.00	4
2.	M. Vila & Assoc.	A. \$1,205,040.00 B. \$463,600.00	9
3.	Foster Marine	A. \$1,291,790.00 B. \$390,000.00	10
4.	Ric-Man Cons.	A. \$1,500,000.00 B. \$290,000.00	11
5.			
6.			
7.			
8.			
9.			
10.			

REMARKS

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: Julie Salinas  
 WITNESS: E. Blalock

DATE: 3-18-08  
 DATE: 3-18-08

## EXHIBIT "C"



### Conquest Engineering Group Company

March 26, 2008

Mr. Patrick J. Gibney, P.E.  
Craven & Thompson & Associates  
3563 NW 53<sup>rd</sup> Street  
Fort Lauderdale, Florida 33309

RE: SW 41<sup>st</sup> Street Infrastructure Improvements.

Patrick:

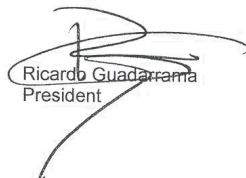
We just received your letter dated today March 26, 2008. Enclosed please find the Certificate of Insurance, the list of the projects, the copy of the licenses and the references, as you requested.

I want to state that Conquest Engineering is comfortable with the unit prices and the overall total bid. Also, I want to confirm that Conquest is willing to perform all the work as bid.

		Quantity	Unit of Measure	Unit price	Total
B	Paving				
	1 5' Concrete Sidewalk (6" Thick)	2485	LF	\$ 5.60	\$ 13,916.00
	2 Reconstruct Asphalt Driveways	403	SY	\$ 16.85	\$ 6,790.55
	5 Rubber Speed Cushions	6	EA	\$ 812.00	\$ 4,872.00
	6 Concrete Apron	13	EA	\$ 5.60	\$ 72.80
D	Water Distribution				
	13 8" Plug with 2" Blow-Off	4	EA	\$ 130.00	\$ 520.00
	16 Pavement Restoration	33	SY	\$ 16.80	\$ 554.40
E	Sanitary Sewer				
	10 Pavement Restoration	11	SY	16.8	\$ 184.80

If you have any questions please do not hesitate to contact our office.

Sincerely,

  
Ricardo Guadarrama  
President

**COPY**

PO Box 652605 Miami, Florida 33265 • Ph. (305) 599-2370 Fax (305) 599-2206

<b>ACORD</b> <small>TM</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 03/26/2008
PRODUCER (305)822-7800 FAX Collinsworth, Alter, Fowler, Dowling & French P. O. Box 9315 Miami Lakes, FL 33014-9315 Alicia Yaques		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Conquest Eng.Grp Co. &/or Conquest Eng, Inc. 8491 N.W. 17th Street Suite # L-111 Miami, FL 33126		INSURERS AFFORDING COVERAGE INSURER A: Travelers Casualty & Surety Co INSURER B: Travelers Property & Casualty INSURER C: Great American Insurance Co.(E&S) INSURER D: Bridgefield Employers Ins Co INSURER E: Federal Insurance Company
		NAIC #

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	DTC05598C299IND-07	09/18/2007	09/18/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	DT-810-5598C299-TIL-07	09/18/2007	09/18/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	UM5599911-05	09/18/2007	09/18/2008	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Prod & Comp1 \$ 4,000,000 \$ \$
D		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	83028498	01/13/2008	01/13/2009	WC STATUS: <input checked="" type="checkbox"/> TOBY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E		<b>OTHER</b> Inland Marine	06637071	06/04/2007	06/04/2008	Leased/Rented Eqpt \$250,000 Per Item \$200,000 Deductible \$2,500
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Project#: 02-0025.201.01 Bid No.: B-08-32 SW 41st Place Infrastructure Improvements						

<b>CERTIFICATE HOLDER</b>  Davie Town Hall Community Room 6591 Orange Drive Davie, FL 33314	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Melissa Cruz/MVC
---	--

ACORD 25 (2001/08)

©ACORD CORPORATION 1988

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### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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**Conquest Engineering Group, Co.**  
**Projects in Progress**

References	Amount	Percentage of Completion
<b>Project Name:</b> Artech Condominiums <b>Project Address:</b> 2950-3020 NE 188 St. Aventura, Fl 33180 <b>General Contractor:</b> Coscan Construction, LLC <b>GC Address:</b> 5555 Anglers Ave, Suite #1-A. Fort Lauderdale, FL 33312	\$ 1,719,201.00	95%
<b>Project Name:</b> 500 Brickell <b>Project Address:</b> 500 Brickell Ave, Miami Fl 33131 <b>General Contractor:</b> Facchina Mc Gaughan, LLC <b>GC Address:</b> 6600 North Andrews Ave, Suite 200 Fort Lauderdale, FL 33309	\$ 792,000.00	95%
<b>Project Name:</b> Marquis <b>Project Address:</b> 1100 Biscayne Blvd. Miami, Fl 33132 <b>General Contractor:</b> KM Plaza Construction Service <b>GC Address:</b> 120 NE 27th Street, Suite 600, Miami Florida 33137	\$ 1,132,000.00	95%
<b>Project Name:</b> Riverfront <b>Project Address:</b> 90 SW 3rd Street, Miami FL 33131 <b>General Contractor:</b> Miami River, LLC <b>GC Address:</b> 848 Brickell Ave, Miami, FL 33131	\$ 2,115,000.00	92%
<b>Project Name:</b> NW 74th ST Interchange (415905-1-52-01) <b>Project Address:</b> Turnpike/ NW 74th Street <b>General Contractor:</b> Condotte America Inc. <b>GC Address:</b> 9200 So. Dadeland Blvd, Suite 225 Miami, Fl 33156	\$ 2,084,102.49	80%
<b>Project Name:</b> Okeechobee Mainline Toll Plaza & NW 74th Street Interchange <b>Project Address:</b> Turnpike Toll Plaza <b>General Contractor:</b> Condotte America <b>GC Address:</b> 9200 So. Dadeland Blvd, Suite 225 Miami, Fl 33156	\$ 1,198,461.83	80%
<b>Project Name:</b> Area 4 Basin E Phase I <b>Project Address:</b> SW 14 ST SW 19th Place Ft Lauderdale, FL <b>General Contractor:</b> City of Fort Lauderdale <b>GC Address:</b> 100 N. Andrew Ave., Fort Lauderdale, FL 33301	\$ 2,928,866.00	30%

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<b>Project Name:</b>	Area 4 Basin E Phase II	\$ 3,705,580.00	95%
<b>Project Address:</b>	Davie Blvd & SW 28th Way, Fort Lauderdale, FL		
<b>General Contractor:</b>	City of Fort Lauderdale		
<b>GC Address:</b>	100 N. Andrew Ave., Fort Lauderdale, FL 33301		
<b>Project Name:</b>	Croissant Park Basin A	\$ 5,527,667.00	98%
<b>Project Address:</b>	SW 4th Ave & SW 23rd Street		
<b>General Contractor:</b>	City of Fort Lauderdale		
<b>GC Address:</b>	100 N. Andrew Ave., Fort Lauderdale, FL 33301		
<b>Project Name:</b>	Annual Storm Drainage	\$ 795,848.00	80%
<b>Project Address:</b>	Various Locations (SW 9th Ave & SR-84, NE 23rd Ave, etc)		
<b>General Contractor:</b>	City of Fort Lauderdale		
<b>GC Address:</b>	100 N. Andrew Ave., Fort Lauderdale, FL 33301		
<b>Project Name:</b>	River Oaks Basin C	\$ 3,237,364.00	30%
<b>Project Address:</b>	SW 17 Ave & SW 20 St. Fort Lauderdale, FL		
<b>General Contractor:</b>	City of Fort Lauderdale		
<b>GC Address:</b>	100 N. Andrew Ave., Fort Lauderdale, FL 33301		
<b>Project Name:</b>	River Oaks Basin E	\$ 2,831,612.00	10%
<b>Project Address:</b>	SW 12 Ave & SW 20 St. Fort Lauderdale, FL		
<b>General Contractor:</b>	City of Fort Lauderdale		
<b>GC Address:</b>	100 N. Andrew Ave., Fort Lauderdale, FL 33301		
<b>Project Name:</b>	Plantation Park Phase D	\$ 1,660,501.00	0%
<b>Project Address:</b>	Broward Blvd & SW 63rd Terr		
<b>General Contractor:</b>	City of Plantation		
<b>GC Address:</b>	400 NW 73 Ave Plantation, FL 33317		
<b>Project Name:</b>	Reuse Water Distribution System Area 2 Phase III	\$ 1,358,385.10	0%
<b>Project Address:</b>	NE 23 Ave between Atlantic Blvd & NE 6 St and SE 23 Ave between Atlantic Blvd & SE 5 St		
<b>General Contractor:</b>	City of Pompano Beach		
<b>GC Address:</b>	1190 NE 3er Ave, Building C, Pompano Beach, FL 33060		
<b>Total</b>		\$31,086,588.42	

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**Conquest Engineering Group, Co.**  
**Projects completed during 2007**

References	Amount
Project Name: Modello (Off-site Water and Sewer))	\$ 530,975.00
Project Address: 1001 East Dania Beach Blvd	
General Contractor: Park Ocean, LLC	
 Project Name: Dania Beach Blvd Force Main	 \$ 311,340.00
Project Address: Dania Beach Blvd & SE 2nd Ave	
General Contractor: City of Dania Beach	
GC Address: 100W Beach Blvd Dania Beach Fl 33304	
 Project Name: Brickell on the River II	 \$ 156,826.00
Project Address: 31 SE 5th Street, Miami	
General Contractor: Facchina-McGaughan	
GC Address: 6600 N Andrews Ave, Suite 590, Ft.Lauderdale,FL 33309	
 Project Name: Sunrise Keys & Sunrise Intracostal Infrastructure Improvements	 \$1,975,694.87
Project Address: 26 NE & Sunrise Blvd. Fort lauderdale	
General Contractor: City of Fort Lauderdale	
GC Address: 100 N. Andrew Ave., Fort Lauderdale, FL 3301	
 Project Name: Croissant Park Basin B	 \$2,772,695.62
Project Address: 20th Street SW & 4th Ave, Ft Lauderdale	
General Contractor: City of Fort Lauderdale	
 Project Name: Plantation Watermain Replacement Phase C	 \$1,319,667.00
Project Address: Plantation Park	
General Contractor: Conquest Engineering	
 Total	 \$7,067,198.49

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**Conquest Engineering Group Company****Projects completed during 2006****References:****Contract Amount**

<b>Project Name:</b>	Black Creek Homes	<b>\$</b>	884,125.92
<b>Project Address:</b>	SW 204 St and 129 Pl, Miami		
<b>General Contractor:</b>	AAPCON L.L.C.		
<b>GC Address:</b>	717 Ponce de Leon Blvd Suite 230. Cora Gables, FL		
<b>Project Name:</b>	Las Olas Grand	<b>\$</b>	458,081.92
<b>Project Address:</b>	405 North New River Dr. E Ft. Lauderdale FL		
<b>General Contractor:</b>	Turner Construction Company		
<b>GC Address:</b>	1399 SW 1st Ave. Miami, Florida 33130		
<b>Project Name:</b>	Park Place at Brickell	<b>\$</b>	913,670.00
<b>Project Address:</b>	NE corner of Miami Ave. & 15 Road		
<b>General Contractor:</b>	Turner Construction Co.		
<b>GC Address:</b>	1399 SW 1st Ave. Miami, Florida 33130		
<b>Project Name:</b>	Normandy Villas	<b>\$</b>	367,390.66
<b>Project Address:</b>	155-193 North shore Dr. Miami Beach		
<b>General Contractor:</b>	Scott Robins Construction		
<b>GC Address:</b>	193 North Shores Dr., Miami Beach, Florida 33141		
<b>Project Name:</b>	Offsite Utility Improvements for Walgreens	<b>\$</b>	217,463.30
<b>Project Address:</b>	SW 137th Ave at 288th St		
<b>General Contractor:</b>	City of Homestead		
<b>GC Address:</b>	790 N. Homestead Blvd. Homestead, FL 33030		
<b>Project Name:</b>	Watermain Replacement Plantation Gardens	<b>\$</b>	1,268,610.00
<b>Project Address:</b>	7712 NW 5th Street, Plantation, FL		
<b>General Contractor:</b>	City of Plantation		
<b>GC Address:</b>	400 NW 73rd Avenue. Plantation, Florida 33317		
<b>Project Name:</b>	Ivy Condominiums at River Front	<b>\$</b>	276,005.00
<b>Project Address:</b>	90 SW 3rd Ave., Miami, FL 33131		
<b>General Contractor:</b>	VSN Engineering, Inc.		
<b>GC Address:</b>	8550 West Flagler St., Suite #113, Miami, FL 33144		
<b>Project Name:</b>	FIU Modular	<b>\$</b>	208,174.74
<b>Project Address:</b>	FIU Modular		
<b>General Contractor:</b>	Turner Construction Company		
<b>GC Address:</b>	1399 SW 1st Ave. Miami, Florida 33130		
<b>Project Name:</b>	Pine Ridge Alternative Center	<b>\$</b>	148.68
<b>Project Address:</b>	Country Club Circle SW 6 St., Plantation, FL 33317		
<b>General Contractor:</b>	City of Plantation		
<b>GC Address:</b>	400 NW 73rd Ave., Plantation 33317		

**COPY**

<b>Project Name:</b>	MDX SR 973 ( Galloway Rd.)	\$ 64,553.00
<b>Project Address:</b>	SR 973 from A Pt. S of SR 976 to Grand Canal Dr	
<b>General Contractor:</b>	Condotte America	
<b>GC Address:</b>	9200 Dadeland Blvd, Suite 225, Miami, FI	
<b>Project Name:</b>	Brickell on the River	\$ 531,403.30
<b>Project Address:</b>	31 SE 5th Street. Miami	
<b>General Contractor:</b>	AMEC Construction Management	
<b>GC Address:</b>	6600 N Andrews Ave, Suite 590, Ft. Lauderdale, Florida 33309	
<b>Project Name:</b>	Cushman School	\$ 356,231.33
<b>Project Address:</b>	592 NE 60 th Street, Miami FL 33137	
<b>General Contractor:</b>	Stobs Brothers Construction Co.	
<b>GC Address:</b>	580 NE 92nd Street, Miami Shores, Florida 33138	
<b>Project Name:</b>	Metropolis At Dadeland	\$ 647,548.00
<b>Project Address:</b>	9055 South Dadeland, Blvd	
<b>General Contractor:</b>	Turner Construction Co.	
<b>GC Address:</b>	1399 SW 1st Ave. Miami, Florida 33130	
<b>Project Name:</b>	Natura PUD Phase I	\$ 790,156.61
<b>Project Address:</b>	600 Natura Ave, Deerfield Beach, FI 33441	
<b>General Contractor:</b>	Natura, Inc	
<b>GC Address:</b>	600 SW Natura Ave. Deerfield Beach, Florida 33441	
<b>Project Name:</b>	MDX SR 836 Aux	\$ 1,034,871.23
<b>Project Address:</b>	Expressway 836 From 57th Ave thru 72nd Ave, Miami	
<b>General Contractor:</b>	Condotte America	
<b>GC Address:</b>	9200 Dadeland Blvd, Suite 225, Miami, FI	
<b>Project Name:</b>	North Plantation Key Wastewater Collection System Phase II	\$ 2,982,180.00
<b>Project Address:</b>	Plantation Key, Isla Morada, FL	
<b>General Contractor:</b>	ADB Utility Contractors	
<b>GC Address:</b>	1425 North Ashby, St. Louis, MO 63132	
<b>Total</b>		\$ 11,000,613.69

**COPY**

**Conquest Engineering Group Company**  
**Projects completed during 2005**

**References:**

		<b>Contract Amount</b>
<b>Project Name:</b>	FIU Garage #3 & #4	<b>\$ 1,151,583.00</b>
<b>Project Address:</b>	Florida International University, Miami, FL	
<b>General Contractor:</b>	Pavarini Construction	
<b>GC Address:</b>	14750 NW 77th Ct, Miami Lakes, Florida 33016	
<b>Project Name:</b>	Duo Condominium	<b>\$ 80,000.00</b>
<b>Project Address:</b>	Hallandale Beach, FL	
<b>General Contractor:</b>	Pavarini Construction	
<b>GC Address:</b>	14750 NW 77 Ct Suite 220, Miami Lakes, FL	
<b>Project Name:</b>	Aquazul (Project 02-110)	<b>\$ 180,000.00</b>
<b>Project Address:</b>	1600 S Ocean Blvd. Lauderdale by the Sea, FL. 33062	
<b>General Contractor:</b>	Pavarini Construction	
<b>GC Address:</b>	1535 S Ocean Drive. Lauderdale by the Sea, FL 33062	
<b>Project Name:</b>	Dunbar Elementary School	<b>\$ 9,614.00</b>
<b>Project Address:</b>	505 NW 20th Street. Miami, Florida 33127	
<b>General Contractor:</b>	Unlimited Roofing Services	
<b>GC Address:</b>	7845 NW 66 Street #2. Miami, Florida 33166	
<b>Project Name:</b>	Stormwater Improvement (Project 04-53)	<b>\$ 645,991.00</b>
<b>Project Address:</b>	NW 7th Ave at 2nd Street, Homestead	
<b>General Contractor:</b>	City of Homestead	
<b>GC Address:</b>	790 N. Homestead Blvd. Homestead, FL 33030	
<b>Project Name:</b>	FIU Lakeview Housing (Project 04-92D)	<b>\$ 170,000.00</b>
<b>Project Address:</b>	University Park Campus	
<b>General Contractor:</b>	Turner Construction	
<b>GC Address:</b>	1399 SW 1st Ave. Miami, Florida 33130	
<b>Project Name:</b>	Bath Club ( Project No. 02-21)	<b>\$ 780,000.00</b>
<b>Project Address:</b>	5937 Collins Ave, Miami Beach, FL	
<b>General Contractor:</b>	Turner Construction	
<b>GC Address:</b>	1399 SW 1st Ave. Miami, Florida 33130	

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**Project Name:** South Miami Hospital (Project No. 03-33) \$ 409,600.00  
**Project Address:** 6200 SW 73 th Street S.Miami, FL 33143  
**General Contractor:** Turner Construction Co.  
**GC Address:** 1399 SW 1st Ave. Miami, Florida 33130  
  
**Total** \$ 3,426,788.00

**COPY**

**Conquest Engineering Group Company  
Projects completed during 2004**

**References:**

	<b>Contract Amount</b>
<b>Project Name:</b> La Perla	\$ 250,000.00
<b>Project Address:</b> 16701 Collins Ave, Sunny Isles, FL	
<b>General Contractor:</b> Turner Construction	
<b>Project Name:</b> The Atlantic	\$ 187,000.00
<b>Project Address:</b> 601 North Ft. Lauderdale Beach Blvd	
<b>General Contractor:</b> Stiles Construction Co.	
<b>Project Name:</b> The Cosmopolitan Towers	\$ 402,776.31
<b>Project Address:</b> 110 Washington Ave. Miami Beach	
<b>General Contractor:</b> Pacific International Construction	
<b>GC Address:</b> 20803 Biscayne Blvd. Suite 200, Aventura, Florida 33180	
<b>Project Name:</b> Southwest Infrastructure Phase II	\$ 1,250,460.00
<b>Project Address:</b> SW 5th Ave at 4th Street, Delray Beach	
<b>General Contractor:</b> City of Delray Beach	
<b>GC Address:</b> 434 South Swinton Ave., Delray Beach, Florida 33444	
<b>Project Name:</b> Watermain Improvements	\$ 1,168,520.70
<b>Project Address:</b> City of Lauderhill	
<b>General Contractor:</b> City of Lauderhill	
<b>GC Address:</b> 2000 City Hall Drive, Lauderhill, Florida 33313	
<b>Project Name:</b> SE 7th Ave	\$ 162,252.87
<b>Project Address:</b> SE 7th Ave Delray Beach	
<b>General Contractor:</b> City of Delray Beach	
<b>GC Address:</b> 434 South Swinton Ave., Delray Beach, Florida 33444	
<b>Project Name:</b> The Cosmopolitan Towers Phase II	\$ 399,275.41
<b>Project Address:</b> 110 Washington Ave. Miami Beach	
<b>General Contractor:</b> Pacific International Construction	
<b>GC Address:</b> 20803 Biscayne Blvd., Suite 200, Aventura, Florida 33180	
<b>Project Name:</b> Watermain North Lauderdale	\$ 137,068.78
<b>Project Address:</b> SW 9th Street	
<b>General Contractor:</b> City of North Lauderdale	
<b>GC Address:</b> 701 SW 71st Ave, North Lauderdale, Florida 33068	
<b>Total</b>	<b>\$ 3,957,354.07</b>

**COPY**

**Conquest Engineering Group Company  
Projects completed during 2003**

**References:**

		<b>Contract Amount</b>
<b>Project Name:</b>	Chabad House of North Dade	<b>\$ 235,000.00</b>
<b>General Contractor:</b>	Construction Sources	
<b>Project Name:</b>	Boys & Girls Club	<b>\$ 44,004.00</b>
<b>Project Address:</b>	1111 N 69 Way, Hollywood, FL 33024	
<b>General Contractor:</b>	Jade Residencial	
<b>Total</b>		<b>\$ 279,004.00</b>

**COPY**

AC# 2640106

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L0607010045

DATE	BATCH NUMBER	LICENSE NBR
07/01/2006	058088256	CUC1223783

The UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2008

GUADARRAMA, RICARDO  
CONQUEST ENGINEERING GROUP CO  
8491 NW 17TH STREET SUITE L-111  
MIAMI FL 33126

JEB BUSH  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

SIMONE MARSTILLER  
SECRETARY

**COPY**

AC# 3196457

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# 107041100183

DATE	BATCH NUMBER	LICENSE NBR
04/11/2007	060607981	CGC1513361

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2008

GUADARRAMA, RICARDO  
CONQUEST ENGINEERING GROUP CO  
3411 SW 108TH AVE  
MIAMI FL 33165-3509

CHARLIE CRIST  
GOVERNOR

HOLLY BENSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW

COPY



**Conquest Engineering Group Company**

8491 NW 17<sup>th</sup> Street, Suite L-111 Miami, Florida 33126  
Phone (305) 599-2370 – Fax (305) 599-2206

March 26, 2008

RE: Sw 41<sup>st</sup> Street Infrastructure Improvements.

Mr. Gibney:

**References**

Company Name: City of Fort Lauderdale  
Address: 100 North Andrews Ave. Fort Lauderdale, FL 33301  
Contact Person: Annachiara D' Etorre  
Telephone No.: (954)650-5273

Company Name: Lennard Homes Co.  
Address: 10701 Fontainebleau Blvd. Miami, FL 33126  
Contact Person: Joey Roig  
Telephone No.: (305)986-3396

Company Name: Key International Co  
Address: 848 Brickell Ave. Miami, FL 33131  
Contact Person: Carlos Lopez  
Telephone No.: (305)370-5679

Company Name: City of Plantation  
Address: 400 NW 73 Ave. City of Plantation, FL 33317  
Contact Person: Dan Pollio  
Telephone No.: (954)478-8864

Company Name: CH2M Hill Co.  
Address: 200 North Andrews Ave. Fort Lauderdale, FL 33301  
Contact Person: Luis Rioseco  
Telephone No.: (954)522-2604

If you have any question please do not hesitate to contact our office.

Sincerely,

Roberto Rodriguez  
Estimator

**COPY**

